

OIL AND GAS LEASE RECORD

COMPARED

Agreement

Made and entered into the seventeenth day of June, 1911, by and between

Ella S. Butts, and Ora O. Butts, her husband,
of Collinsville, Oklahoma, part of the first part, and W. O. Dickerson
of Tulsa, part of the second part:

WITNESSETH, That the said part of the first part, for and in consideration of the sum of One Dollar to them in hand well and truly paid by the said part of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said part of the second part, to be paid, kept and performed, have granted and conveyed, and by these presents do grant and convey unto the said part of the second part, his successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipelines, and of building tanks, stations and structures thereon to take care of the said products, ALL that certain tract of land, situate in Tulsa County, Oklahoma, to-wit:

The north one-half of the north-west quarter of Section 10, Township twenty-one (21) North, Range thirteen (13) East

containing 8.0 acres, more or less, reserving, however, therefrom one hundred feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain in force for the term of ten years from this date, and as long thereafter as oil or gas, or either of them, is produced therefrom by the part of the second part, his successors or assigns.

IN CONSIDERATION OF THE PREMISES the said part of the second part covenant and agree: 1st—To deliver to the credit of the first part their heirs and assigns, free of cost, in the pipe line to which they may connect wells, or in tanks at the wells, or pay the market price therefor in cash, the equal part of all oil produced and saved from these premises. And 2nd—To pay two hundred Dollars per year for the gas from each and every gas well drilled on said premises; the product from which is marketed and used off the premises, said payments to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter while the gas from said well is so used.

Second part covenant and agree to locate all wells so as to interfere as little as possible with the cultivated portions of the premises. The part of the second part further agrees that in case no well is drilled for oil or gas within year from the date hereof, all rights and obligations created under this grant and demise shall cease upon three months' notice in writing being served by the part of the first part on the part of the second part shall elect from year to year to continue this grant and demise in force as to pay on all portions of the premises by paying in advance an annual rental of \$ per acre for all of said or such portion thereof as the part of the second part may designate, with a well is drilled, provided that upon the completion of said well, the above provided for rentals shall cease. Such payments shall be made direct to or deposited to the credit in the First National Bank of Collinsville, Oklahoma.

It is further agreed that the failure of the lessee to complete a well within the time hereinbefore set forth or to pay the rentals as aforesaid shall constitute a breach of this agreement and the part of the first part shall have the privilege of using sufficient water from the premises to run all necessary machinery, and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of the rentals as aforesaid, the part of the second part shall have the right to surrender this grant for cancellation, after which all payments and liabilities therefor to accrue under and by virtue of its terms shall cease and determine, and this grant become absolutely null and void.

IT IS AGREED that the second part is to have the privilege of using sufficient water from the premises to run all necessary machinery, and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of the rentals as aforesaid, the part of the second part shall have the right to surrender this grant for cancellation, after which all payments and liabilities therefor to accrue under and by virtue of its terms shall cease and determine, and this grant become absolutely null and void.

WITNESS the following signatures and seals:
WITNESS
E. L. Hicks
Ella S. Butts (Seal)
Ora O. Butts (Seal)

ACKNOWLEDGMENT

STATE OF OKLAHOMA, Rogers COUNTY, ss.

Before me, a Notary Public, in said for and County and State, on this 17 day of June 1911, personally appeared Ella S. Butts and Ora O. Butts,

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal as such Notary Public on the day last above mentioned.
My commission expires June 8th 1915 George L. Hicks Notary Public.

ASSIGNMENT OF GRANT

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of \$ DOLLARS, the receipt of which is hereby acknowledged, has this day transferred, conveyed and sold unto in the foregoing grant.

ACKNOWLEDGMENT OF TRANSFER

STATE OF OKLAHOMA, COUNTY, ss.

Before me, a Notary Public, in and for the County and State aforesaid, on this day of 1911, personally appeared to me known to be the identical person who executed the above and foregoing assignment and acknowledged to me that

executed the same as free and voluntary act and deed for the uses and purposes therein expressed and set forth.

WITNESS my hand and notarial seal at the day and year last above written.
My commission expires 1911 Notary Public.

State of Oklahoma, Tulsa County, Tulsa, Okla.

I hereby certify that this instrument was filed for record in my office on 27 day of June, A. D. 1911, at 4:20 o'clock P. M.

By (Seal) Deputy A. C. Walkey Register of Deeds.

* And further to complete a well on said premises with one year from the date hereof, or pay to the part of the first part, in advance, for each additional three months' delay in completing a well, the sum of \$100.00, which shall be paid to the part of the first part during the term of this grant, and the failure to complete a well within the time hereinbefore set forth or to pay the rentals as aforesaid shall constitute a breach of this agreement and the part of the first part shall have the privilege of using sufficient water from the premises to run all necessary machinery, and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of the rentals as aforesaid, the part of the second part shall have the right to surrender this grant for cancellation, after which all payments and liabilities therefor to accrue under and by virtue of its terms shall cease and determine, and this grant become absolutely null and void.